

AN EQUAL RIGHTS AND OPPORTUNITY STATEMENT

NOTE: The professional staff is comprised of teachers, librarians, nurses and others and in this document, the word "teacher" is synonymous with "professional staff".

youth of the community will benefit.

the philosophy of the Crawford Central Schools, and ultimately the finality, the philosophy of this instrument correlates with

excellence.

certified personnel, should provide impetus for an endeavor toward self evaluation. This, with short and long range evaluations by Central School District. Exposure to the criteria should result in reminder of goals and objectives to the students of the Crawford Central School District. The awareness of the instrument will serve as a constant basis for refinement of the student's educational experience. The basis for refinement of the student's force which to form ever, with humanism, this can be a viable force with which to form instruction, nor should this method be considered impermissible. However, this instrument should not be the sole means for improving the use and positive attitudes in order to improve instruction. The use exists, the primary object must certainly be to foster dedication instrument. While several objectives for such an instrument may be achieved through evaluation with the proper use of an evaluation instrument. responsive difficulties in the Crawford Central School District can be continued improvement in the performance of educational responsibilities in the Crawford Central School District can be

CRAWFORD CENTRAL EVALUATION INSTRUMENT PHILOSOPHY AND RATIONALE OF THE

The following section should be used in conjunction with Appendix A.

PROFESSIONAL EVALUATION INSTRUMENT

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EXHIBIT

Crawford Central School District

the Central Office and a representative from Intermediate Unit #5, formed consisting of teachers, principals and administrators from Education Association and collectively a plan was formulated to develop an instrument for evaluating teachers. A task force was Central Office contacted representatives of the Crawford Central Educational Association and collectively a plan was formulated to develop an instrument for evaluating teachers. A task force was

B. PROCEDURES USED TO DEVELOP THE EVALUATION PLAN

- A. OBJECTIVES
 1. To strive for continued improvement of instructional programs in the Crawford Central School District.
 2. To foster dedication and positive attitudes in order to improve instruction.
 3. To encourage the establishment of appropriate staff development programs that will lead themselves to increased professional growth.
 4. To provide an organized system for the collection of data relative to retention, promotion, dismissal and assignment of responsibilities.
 5. To encourage the cooperation of teachers and administrators in the evaluation process.
 6. To encourage the use of the evaluation instrument as a means of self evaluation.
 7. To continually strive to achieve district-wide educational objectives.

-3-

Superintendent concerning its findings. Assessment of the plan

be established to measure its effectiveness and to report to the

~~a committee composed of administrative and teaching personnel will~~

After one full year's experience with the evaluation plan

some attitude toward the evaluation process.

Interest of developing a clear understanding of the plan and a whole

Building meetings were held by the principals in the

instrument and to invite response from the professional personnel.

An inservice program was held in order to explain the

Board, the Superintendent, the Curriculum and Instructional Services

ation instrument for review and comment prior to its adoption by the

All professional personnel were given a copy of the evalua-

Unit #5 was also involved.

The Grafton Central School District. A consultant from Intermediate

secondary teachers and six administrators from different buildings in

The task force consisted of three elementary teachers, three

C. INVOLVEMENT OF PROFESSIONAL PERSONNEL

tions.

presented to the district's total staff for review and recommenda-

task force as a whole. Once agreement was reached, materials were

committees whose efforts were reviewed, revised and approved by the

critically studied. The task force of thirteen was divided into sub-

develop the evaluation plan. Numerous observation instruments were

A series of meetings were held during the 1974-1975 school year to

-4-

will be made by the original task force at least every three years based on input from the professional staff, administrators and the Board in order to provide a means of improving the plan. Representation ratios should remain the same as the original task force.

D. DESCRIPTION OF THE CRITERIA TO BE USED IN THE EVALUATION

The evaluation instrument is included as Appendix A. The primary intent of having an evaluative instrument is to provide a consistent form which can be used in order to improve instruction.

This evaluation instrument consists of two basic parts: professional competencies and personal characteristics. Each major section is then divided into specific subsections for further clarification of terms.

In addition, each major category of the instrument has a specific objective to which it relates. Guidelines for observations are included, these guidelines are only suggestions and are in no way comprehensive. The administrator is urged to conduct evaluations in a positive, open-minded fashion. The administrator must recognize that extenuating circumstances may necessitate the postponement of an observation. He may use his own professional judgment as to what criteria are appropriate for each individual situation. It is urged that evaluators include specific and measurable suggestions for improvement as well as commendations in the comment section.

One of the most important parts of this evaluation lies in the evaluator-teacher conference which must follow within five (5) days after each observation. The evaluator should encourage the teacher to do self-evaluations (using this form) so that mutual feed-

back may be provided for discussion and study.

personnel file.

den'ts office will be given one (1) copy to be retained in employee school office. The teacher will be given (1) copy. The Superintendent's office will be given one (1) copy to be retained in his respective instrument. The evaluator retains one (1) copy in his respective instrument.

The evaluator will prepare three (3) copies of evaluation the evaluative report.

It will be the responsibility of the evaluator to document his findings after each observation and use this information in completing matation after each observation and use this information in completing observations.

Evaluation: An evaluation is a written accumulation of the data obtained from previous school performances.

Information: A formal discussion, and overall data collected from classroom visitors, observations: An observation is the gathering of are defined:

To help clarify the above terminology the following terms sessional staff members.

Vatiation per semester, will be prepared annually for all other professional evaluations, based on a minimum of one (1) observation per semester, will be prepared semi-annually for all members of the professional staff who have not yet attained tenure status.

Written evaluations, based on a minimum of three (3) observations per semester, will be prepared semi-annually for all members of the professional staff who have not yet attained tenure status.

or unsatisfactory in the Evaluation Instrument.

There are eleven (11) categories to be rated Satisfactory

1126, 1127, 1128 of the School Code.

tions for tenure or dismissal under provisions of Section 1122, 1123,

The evaluator should retain this information to support recommendations

as they occur. These records should be positive as well as negative.

Anecdotal records will be used to record specific incidents

G. SUPPORTIVE, ANECDOTAL INFORMATION

shall be notified in writing of this notation within ten (10) days.

provided, such refusal shall be recorded and dated. The employee

or disagrees with it. If the employee refuses to sign in the space

read the report, but not necessarily does it mean that he/she agrees

be noted that the employee's signature only indicates that he/she has

to sign the evaluation report and to make comments. It should also

provision has been made for those professionals evaluated

F. PROVISION FOR SIGNING EVALUATION REPORTS

Assistant Principals

Principals

Assistant Superintendent

Superintendent

be conducted by any of the following certified personnel:

Certified staff in their building(s). Evaluations and ratings shall

Certified personnel are responsible for evaluating all pro-

E. PERSONS IN THE SCHOOL DISTRICT WHO WILL CONDUCT THE EVALUATION AND RATING

encies to children might be realized in the Crawford Central School action of professional employees is that improved instructional service.

As previously stated the overriding rationale for the evaluation

I. THE PROCESS TO IMPROVE PROFESSIONAL EMPLOYEE PERFORMANCE

1. An individual,
2. Two (2) persons representing each present. This number will not exceed three. Each party may have additional persons present.

3. The administrator next in authority
4. A conference may be requested with

5. The evaluator.
6. Clarification purposes with the
7. A conference may be requested for must be honored.

8. Request further conferences. This request A copy shall be sent to the evaluator or dissatisfaction to the Superintendent.
9. Indicate in writing his/her disagreement of the following:

Teachers who have received a rating may appeal by any or all

H. DESCRIPTION OF THE PROCEDURES USED FOR APPEALING THE EVALUATION

which provisions of Section 1125 of the School Code. Suspensions and reinstatements will be made in accord

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REVISED 2/1983

notice and an opportunity for the professional employee to improve. This requirement insures that dismissal is not based on the first instance of unsatisfactory performance, but that dismissal follows employee shall be necessary to dismiss on the grounds of incompetency.

TWO consecutive unsatisfactory ratings of a professional

3. UNSATISFACTORY RATING

by the evaluator and the evaluatee that will lead to increasing professional skills.

5. Other appropriate activities mutually arrived at

4. VISTATIONS.

the teacher.

3. Supportive personnel to provide assistance to periodicals, journals, etc.

2. Recommended readings derived from educational individual teacher needs or college courses.

1. Approved Pennsylvania Department of Education

activities might take the form of:

It is anticipated that suggestions for staff development toward self-improvement.

FOLLOW-UP conferences between administrator and teachers are required which will set the stage initially for recommended steps

directive conducive to improved teacher performance.

district. The process through which the evaluation instrument was developed will tend itself toward establishing a cooperative atmosphere

A P P E A R A N C E S

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For the Defendant:

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having been duly sworn, testifying as follows:

NICHOLAS DOLECKI, ESQ.

BY MR. NICHOLS:

DIRECT EXAMINATION

Q. Mr. Dolecki, Caleb Nichols, of course, I represent Central School District and others. Just for the record, miss deletion in this proceeding. Deletion versus Crawford said, proceed this morning.

A. As you know it's important that you verbalize all of your responses in the interest of making sure that the record, please say so and we'll certainly will oblige you.

Q. Third, if you don't understand any question I might pose to you, please feel free to ask me to rephrase it. I will be glad to accommodate you.

A. In terms of instructions, preliminary.

Q. Instructions, those are pretty much all. Do you have any questions before we proceed this morning?

A. No, I don't. No.

Q. I'd like to proceed this morning in terms of four different areas. The first has a question, serious

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1 question, dealing with your management responsibilities as a supervisor of Crawford Central School District. And then
 2 your staff and then your responsibilities as a supervisor
 3 and as a chief executive officer of the school district.
 4 And then following, I have questions relating to medical records that have been compiled in connection with this case. Of course, you know, as you know, Miss Deloan
 5 has been under a doctor's care for some time. She has a long-standing illness. And I would like to march through
 6 some of the medical records with you in connection with the ADA claim that we are asserting in the Amended Complaint.
 7 And then following that would be penalties, I call
 8 penalties and sanctions that have been issued by you since
 9 you assumed the responsibility as the superintendent. I
 10 believe in 1997 you came with the school district; it's that
 11 you assumed the responsibility as the superintendent. I
 12 And then following that would be penalties, I call
 13 penalties and sanctions that have been issued by you since
 14 you assumed the responsibility as the superintendent. I
 15 believe in 1997 you came with the school district; it's that
 16 correct?
 17 A. That is incorrect.
 18 Q. What year would that be?
 19 A. I took over the superintendency 2001. I have been
 20 in the school district prior to that as assistant
 21 superintendent in 1994, November of '94, when then in June
 22 of 2001 I was the assistant -- I was the acting
 23 superintendent. And then in November of 2001 I was the
 24 superintendent of schools.
 25 Q. Okay. All right. So you actually came assistant

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| Q. | Is that correct? | 3 |
| A. | That's correct. | 2 |
| Q. | Supervintendant serving under Mr. Lascolla? | 1 |
| A. | Yes. | 4 |
| Q. | You came in 1994 in that capacity? | 5 |
| A. | As an assistant supervisor. | 6 |
| Q. | And then you subsequently assumed the | 7 |
| Q. | Supervintendant following Mr. Lascolla in 2000; is that | 8 |
| A. | Correct? | 9 |
| A. | 2001. | 10 |
| A. | November of 2001. | 11 |
| Q. | Okay. All right. Fine. And I would like to walk | 12 |
| Q. | through what I call sanctions in terms of the law, you may | 13 |
| A. | call them the suspensions, the requirements that were issued | 14 |
| Q. | to Miss deletion by you and also lead up to in culminating in | 15 |
| A. | that termination of I believe April 2003. That's how I would | 16 |
| Q. | like to proceed this morning. | 17 |
| A. | Okay. | 18 |
| Q. | All right. First, for the record, if you would | 19 |
| A. | briefly state your professional background. You might start | 20 |
| Q. | upon leaving college and bring us current briefly. | 21 |
| A. | Background, my credentials, is that what you're | 22 |
| Q. | asking, Mr. -- | 23 |
| A. | Please. | 24 |
| | | 25 |

A. -- Nichols?

Q. Yeah.

A. At 19 graduated from high school in Oil City, Pennsylvania, high school called Venango Christian. In 1974 graduated with a bachelor's degree from Slippery Rock University, '75 master's from Slippery Rock University. '81, I received my principal certification from West -- elementary and secondary -- from West Minister College. And it was approximately 19 -- oh, not 1981, it was 1984. In 1989 I received my superintendent certification from West -- from Penn State, West Minister College. Combination program.

Q. And then upon completion of your college and graduate work, you then started employment in the academic community?

A. Yes. I have been a teacher in the same areas in Clarkton, also from there went to Franklin as an assistant principal, Franklin School District, Franklin. I went to Franklin, Franklin School District as an elementary principal. From Union School District went to a place called Turkeyfoot Area Union School District as a superintendent. And then to here at School District as a superintendent. And then to here at Crawford Central as an assistant superintendent and supervisor of schools.

Q. Okay. And now in terms of a description of Your supervisor of the hierarchy of the management of the Crawford staff and the hierarchy of the management of the Crawford

Central School District, in the course of reviewing the records I came across different names; Mr. Heller, Mrs. Beckerbille, Mr. Higginis. All of these people served at one time or another as your staff, right? The people whose names I mentioned?

A. Yes.

Question, is it Dr. Beckerbille?

Records I came across different names; Mr. Heller, Mrs. Beckerbille, Mr. Higginis. All of those people are administrators in our school district, in Crawford Central.

Q. Okay. All right. But they do report to you?

A. Well, as a superintendent, in some way, indirectly

Q. I have had the opportunity to depose Mr. Heller once directly, all the employees report to me.

A. Well, as a superintendent, in some way, indirectly and he serves as the assistant superintendent.

(Brief interruption.)

Q. Sure. Continuing still on the record, Mr. Heller I am familiar with as the assistant superintendent, correct?

A. That's correct.

Q. He currently serves in that position.

A. That is right.

Q. In that position, would you describe his responsibilities, his day-to-day responsibilities?

A. Assistant principal at the Meadowlile Area Senior

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Q. Assistant principal?

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.90%.

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principal from probably the late '80s until the mid to late though estimate it's probably from -- she was an assistant

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A. Well, she came before I did. But I'll give you a

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Q. In what period did she serve?

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A. No, she is not.

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Q. And Miss Templeton, is she currently on the staff?

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A. That's correct.

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relate to the district?

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the implementation of the anti-discretimination laws as they Q. Okay. And he also -- would he also be involved in

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A. That's correct.

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termination of teaching staff, would that be correct?

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personnel, he would be involved in the hiring and also the Q. So as the head of personnel, being involved in

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facilities.

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circumstances to buildings and grounds to finance to

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has his hands in on everything from transportation to

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A. But his chief responsibility is personnel but he

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Q. Not as --

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like one, I can get you a job description, but --

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have his job description in front of me. If you so would

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A. Well, chief responsibility is, again, I do not

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| 1 | Hight School. |
| 2 | Q. All right. And did she serve -- and subsequent to |
| 3 | that, in what capacity did she serve the school district, if |
| 4 | any? |
| 5 | A. Assistant principal at the hight school. |
| 6 | Q. Oh, assistant principal at the hight school. |
| 7 | A. Yes. |
| 8 | Q. Okay. All right. And when did you she retire, do |
| 9 | You know? |
| 10 | A. Late '90s sometime. |
| 11 | Q. Late '90s. And she is no longer -- |
| 12 | A. She is no longer -- |
| 13 | Q. -- associated with the school district? |
| 14 | A. That is correct. She retired. |
| 15 | Q. Dr. Berkabile? |
| 16 | A. He is retired, and he was here from probably same, |
| 17 | at least from sometime in the '80s and he retired in the |
| 18 | late '90s. |
| 19 | Q. And his position? |
| 20 | A. Assistant principal at Maedville Area Senior Hight |
| 21 | School. |
| 22 | Q. And Mr. Higginson? |
| 23 | A. He is presently the assistant principal at |
| 24 | Maedville Area Senior Hight School. |
| 25 | Q. Okay. And Mr. Deschner? |

A. Mr. Deshner is retired.

Q. He was --

A. He was the principal at Meadowlillie Area Senior High School for, I would say since I think he started in 2002 or 2003. And he was the principal for probably for about 20 years.

Q. Okay.

A. At the high school.

Q. All right. And the dates of his tenure, could you account those? The dates of his tenure as the principal of Meadowlillie --

A. You're probably looking from around 1983, until about 2002, 2003 as principal.

Q. So he was the principal during Miss deLeon's tenure there as a teacher?

A. Yeah, they coordinate that way, yes.

Q. Okay. And the same would be true with respect to Miss Templeton, Dr. Berkebile, Mr. Higgins as I understand it from the record?

A. Yes.

Q. Now, could you delineate the chain of command in terms of reporting from the principal and his staff up to you as the superintendent. And what I'm asking specifically, what types of things a principal is required to report to you for purposes of accountability?

they did at the year. Mr. Heller evaluates the secondary

evaluation of their performance based on their goals and how

A. A written eval -- I give them a written paragraph,

Q. Is it a written evaluation?

given a --

goals. And at the end of the year they are evaluated and

to test the temperature on how they're doing with their

progress expect on basically or just to get a temperature --

that time then we have also a mid-year meeting to get a

about the district. They establish goals at that time. At

set up a series of goals, a discussion about the school,

A. Yes. We meet at the beginning of the year and we

Q. May I ask the method by which you evaluate them?

A. Yes.

Q. On an annual basis?

A. They are evaluated on a yearly basis.

Q. How often are they evaluated?

A. That is correct.

Q. Okay. All right. For evaluations?

A. That is correct.

Q. Okay. So that would be you and Mr. Heller?

and the superintendent of schools.

xpect to -- are evaluated by the assistant superintendent

assistant principals report to their principals. Principals

A. For purposes of accountability, principals --

Principals, I evaluate the elementarily principals and the
central office staff.

Q. Is any component of their salaries tied to
performance?

A. The way the plan is worked right now, there's an
agreement, an Act 93 Agreement. The Act 93 Agreement is an
administrative plan. It's somewhat different from the
teachers negotiated contract in that this is not an -- it's
an agreement and not a contract and there is, for example,
there are no strike provisions. But there is a salary
structure in place. It's based on satisfactory and
unsatisfactory performance.

Q. All right. Continuing to maintenance of personnel
records of teaching staff. Is that -- who has the principle
responsibility for that. Is that --

A. Assistant superintendent.

Q. Assistant superintendent?

A. Right.

Q. And so the maintenance of personnel records of
teaching staff is a function of your office?

A. No, I just said assistant superintendent.

Q. Right. Well, to the extent the superintendent is
your staff. It's not the principal, not the principal

level. It's the --

A. The district files are kept in our offices.

Q. Okay. Now, as the superintendent, is it correct
to say that the implementation of the anti-discretimination
laws include the ADA laws your chief responsibility?
A. They, the one of my responsibilities.
Q. One of your responsibilities. Okay. Are you also
the contracting officer for the school district?
MS. HETH: Objecting to form.
A. Could you elaborate? I don't know what you're
talking about.

Q. Well, what I'm asking you is in terms of any kind
of contractual arrangement in which the district entered
into where there's a purchase arrangement or purchase
disbursement or whatever in terms of a contractual
undertaking, are you the person who signs off for the
district or has the authority to commit the district to a
contract or whatever in terms of a contract to a
district?

A. Some agreements, yes; some agreements, no.

Q. Could you specify those you don't?

A. The teacher contracts are signed by the Board
president. If I have an agreement with say maybe an agency
in town, I would sign the agreement. Agency from Children
and Youth to Human Services, something like that, I would
sign off.

Q. Basically most agreements that you have that deals
with money usually any agreement has to be agreed to,

1. Okay.
2. to say that the implementation of the anti-discretimination
3. laws include the ADA laws your chief responsibility?
4. They, the one of my responsibilities.
5. One of your responsibilities. Okay. Are you also
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23. and Youth to Human Services, something like that, I would
24. sign off.

25. Q. Okay.

1. Specifically when it has to deal with money, finances, is done
 2. the Board usually signs off on that. The Board president,
 3. Q. Now, in the course of reviewing the record,
 4. particularly as it relates to Miss deletion, I noticed you
 5. signed off on, one, suspensions; two, expulsions and, of
 6. course, the final letter of termination. At least
 7. recommending her termination, you signed off. So obviously
 8. You do have authority in that area.
 9. A. State has given me that authority.
 10. Q. Okay. All right. Now, help me here understand
 11. this. The roles that you play. Or if you will, hats that
 12. you wear. You are an employee of the school district?
 13. A. Yes.
 14. Q. So the school district pays you, right? You are
 15. paid by the school district; is that correct?
 16. A. That is correct.
 17. Q. You are also, though, an agent of the Board,
 18. right? The Board, the school board.
 19. A. Can you explain that more, an agent of the Board?
 20. Q. Yes. In the sense that you act for them, the
 21. Board -- is it fair to say that the Board formulates policy,
 22. promulgates or formulates policy. And you in turn as a
 23. school supervisor are responsible for implementing that
 24. policy?

A. I receive my direction from the Board; that's
 25.

depending upon what terms you're going to be
MS. HEATH: I am just going to object because
including the present one. Okay?

each successive one which would include up to and
at least she started in 1999 and I am speaking of
can correct me, renewable, I don't know when. But
stretches back. I think it's renewable, and you

tenure. And that would be the one I think

would be effective -- relative to Miss deletion's
MR. NICHOLS: Yes, the one that is in place which
Collective Bargaining Agreements.

give him a time frame. There's a variety of
MS. HEATH: I am just going to object if you don't
and --

revived some aspects of the Collective Bargaining Agreement
Q. To enforce the policy. Okay. Another area, I
enforce the policy.

A. I already answered the question. To implement, to

MS. HEATH: objection to form.

to say you view yourself as their agent?

Q. And in that role, you view yourself -- is it fair
A. To enforce, to implement, yes.

policy, right?
Q. Okay. And they look to you to implement their
correct.

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referencing, they may have changed over the
years --

MR. NICHOLS: Right.

MS. HENRY: -- with the new agreement.

MR. NICHOLS: Right.

MR. NICHOLS: Right.

to him is more of a generic one. Not so much a

MR. NICHOLS: Right. But the question I'm posing

Q. Well, the question is this: Now, under the

COLLECTIVE BARGAINING AGREEMENT, there is a grievance procedure for teachers. Teachers being a member of the

union. If they have a grievance, there is a procedure in

place by which they can grieve. And could you illuminate

here, shed some light on this procedure, that is: once a

teacher who has grieved chooses to go through the grievance procedure, whatever the steps are, and then at what point

You, as the administrator of the school district has authority to impose sanctions, be they expulsions or suspensions or even firing. Could you amplify on that

A. I think the best thing to do is to get a contract

and I can go point by point with the grievance procedure

Q. Well, I mean, generally, I don't want to belabor with you.

it, You know, but to the extent --

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process?

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suspensions or even firing. Could you amplify on that

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Q. Well, I mean, generally, I don't want to belabor

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with you.

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and I can go point by point with the grievance procedure

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Q. Well, I mean, generally, I don't want to belabor

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with you.

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and I can go point by point with the grievance procedure

8

BY MR. NICHOLS

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specific term.

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and I can go point by point with the grievance procedure

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Q. Well, I mean, generally, I don't want to belabor

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with you.

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and I can go point by point with the grievance procedure

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Q. Well, I mean, generally, I don't want to belabor

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with you.

A. Well, you want an accurate answer, right?

Q. Well, yes, to the extent that you are able to.

A. We would need a contract. It is very detailed.

It's a couple pages long. The grievance procedure is probably a page and a half to two pages long. It's a step-by-step procedure. So if you have the contract here, we can go through it and I'll explain it.

Q. That's not such a consequential point right now.

Okay? I just wanted to, You know, more or less, have a general overview of the intersection between what you play vis-a-vis the Union Collective Bargaining.

A. I really don't want to answer it unless I can go over that with you step-by-step.

Q. Okay. Well, perhaps we may come back to that.

A. Okay.

Q. I want to now turn to the medical records. And I have a batch of medical records here and I would just simply for the sake of economy ask the court reporter if she would just this batch here, Plaintiff's Exhibit 1, mark all of them Plaintiff's Exhibit 1. They're medical records.

(DOLICKI'S PLAINTIFF'S EX. 1 - MEDICAL RECORDS,

Just this batch here, Plaintiff's Exhibit 1, mark all of them Plaintiff's Exhibit 1. They're medical records.

MS. HEATH: Do you have copies?

MR. NICHOLS: I don't have copies.

I will show you copies, not all of them, and you marked for identification.)

Q. I will show you copies, not all of them, and you

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can take time, if you like, but there are a couple I would
 like to show you, Mr. Dolecki. And I have questions on
 some. They actually -- the first one starts off in November
 97. It's a note.
 Note one is from the Edinboro Medical Center, and
 it's asking that Miss DeLeon be excused for medical reasons.
 That's dated November 10, 1997.
 The next one is November 11, 1997, is signed by
 You, Mr. Dolecki. And it is to Miss DeLeon acknowledging
 her request from her physician Dr. Gretchen Bybel. Then
 there are two sick leave bank requests. There are three,
 matter of fact, they are dated December 29, '97. The next
 one is no date -- oh, January 8, '97, and the next one is
 January 8, '98.
 MS. HEMPHILL: 1/8/97 or '98?
 MR. NICHOLS: '98, uh-huh.
 Q. Then there is a letter dated January 9, 1998 from
 Mr. LASCOLA, who is the superintendent, to Miss DeLeon
 acknowledging the receipt of her request for 90 days from
 the sick leave bank. There is a letter dated March 19,
 1998, Mr. LASCOLA to Mr. Smith. And this makes reference to
 Robert Smith. It makes a reference to a request for
 sabbatical leave with pay. And this is put forward by Miss

And then there is a medical report. It's dated
 deletion.

1. Appendix 29, 1998 by Dr. Luis Torres who then served as a
 medical doctor for Miss DeLeon in the area of psychotherapy.
 Another letter, April 30, 1998, Miss DeLeon to
 Mr. Lascoola thanking him that the Board had approved the
 sabbatical leave for the 1999 school year. November 13th,
 there's another letter in 1998 from You to Miss DeLeon. And
 there is a second letter here that I want to focus on. I
 would like to focus on. March 12, Letter dated March 12th,
 2002 from Dr. Mercatoris to Miss DeLeon. And what it --
 relative to Miss DeLeon. He sends copies to whomever it may
 concern. I want to ask you: Did You receive a copy of this
 letter? MS. HEATH: What are You asking about? Which
 letter? 12
 13. MR. NICHOOLS: This is the letter here. About the
 Mercatoris addresses it to whomever it may
 concern. It is regarding Miss DeLeon, her
 condition and he requests a medical excuse for
 her. 14
 15. MR. NICHOOLS: This is the letter here. About the
 Mercatoris addresses it to whomever it may
 concern. It is regarding Miss DeLeon, her
 condition. He sends copies to whomever it may
 concern. 16
 17
 18. MR. NICHOOLS: This is the letter here. About the
 Mercatoris addresses it to whomever it may
 concern. It is regarding Miss DeLeon, her
 condition and he requests a medical excuse for
 her. 19
 20. A. Without her file right here I could not confirm
 for sure, there was correspondence, but I don't know if
 this is the letter. 21
 22. Q. Do You recall --
 A. I would have to look at her file and see if it's
 there. 23
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Q. Do you recall having seen that letter before?

A. I just answered that. That without confirming and seeing her file, I couldn't say that for sure. I know there was correspondence but I can't say this was actually the letter.

Q. Um-hum. Okay.

A. I don't have her file here.

Q. All right, all right, all right. Then there's a respect to this particular document dated March 18, 2002, another letter here, and I will ask you also with which you signed to Miss deloan suspending her with pay.

And the letter states that this action is based on the medical excuse that you presented to the administration of Madville Area High School March 14th. Do you recall having -- You signed it. I take it that, of course, you will remember.

MS. HEATH: Objection to form. You may answer.

A. Yeah, this was signed by me and it's in her file.

Q. Okay. And also on March 26 there's another letter from You to Miss deloan and, of course, this has to do with the appointment You're setting up for her to undergo a

Psychiatric examination. And, of course, with that is a letter April 25 respective --

A. Can I read this first?

Q. Sure, sure. Go right ahead.

(Brief pause.)

A. Okay. Yes, that's my signature and it's in the file.

Q. Okay. And this one, of course, is dated April 25,

it's a letter from you to her specifying directions to her place of appointment for the psychiatric examination.

A. Okay.

Q. Another letter here, a note from I think it's Dr. McFadden, dated May 17, 2002, stating that Miss deletion was able to return to work.

A. Right.

Q. Okay. May 20th, a letter from you to Miss deletion saying that Dr. McFadden had stated that she could return to work.

A. Okay.

Q. And let me ask you one question. Another question in relation to this. When -- as I understand the sequence, having read the record, somewhere on or about March 12

A. Miss deletion --

Q. Of what year?

MS. HEATH: Of what year?

Q. -- got a medical excuse. March 12, 2002. Got a

medical excuse from the doctor saying that she should be excused for either two or three days. That letter -- when you received that letter, you then suspended her. I think it was that letter -- one of the letters I've just shown here. And ordered her to undergo a psychiatric exam. During that same time, and we are talking about the time frame sometime between March 12th and the latter part of March that she was given an evaluation, and it was a negative evaluation. Do you recall that?

Q. It was a --

A. A teaching evaluation or --

Q. Yes, it was a teaching evaluation but it was given on about that period and what drew my attention was that it was out of sequence. It was not at the conclusion of that school year. It was given in March. Does that refresh your memory?

A. Does not. I don't have her file here. It's hard to --

Q. I see.

A. -- all these things you're talking about.

Q. Right. Well, anyway, I will show you the evaluation.

A. Okay.

Q. Shortly. Because I've got these other evaluations

2:
 1 in connection that I want to show You --
 2 A. Sure.
 3 Q. -- in sequence. But I do want to put this before
 4 You. You take a moment and read this document. And this
 5 document is the arbitration award rendered by Arbitrator
 6 Duff. And do You remember, do You recall that Miss deletion
 7 did undergo four arbitrations in the course of her tenure?
 8 One in which Arbitrator Stoltzberg (phonetic) presided and
 9 Arbitrator Talarico. And both of them invalidated negative
 10 evaluations that Miss deletion had received for the school
 11 year for performance. They invalidated
 12 arbitrator Talarico. And both of them invalidated negative
 13 rendered an award. Second, the next is rendered by
 14 MS. HEATH: Are You going to ask him a question?
 15 MR. NICHOLS: Yes, I am trying to get the
 16 foundation. I want to just -- I want him to
 17 understand the timetable in which --
 18 MS. HEATH: And I'll object for the record
 19 concerning Your characterization of the
 20 arbitrations but go ahead.
 21 MR. NICHOLS: Okay. All right.
 22 BY MR. NICHOLS
 23 Q. Well, this is the third arbitration. And it is
 24 rendered by Arbitrator Duff. What is relevant here, and I
 25 would like to have You comment on, if You will, is take a

moment, read this statement here, if you will, please.

A. Can I read the whole thing?

Q. Oh, sure. But this is the relevant -- the part which I would like to have your response on comment.

MS. HEATH: Well, certainly he would be permitted to --

MR. NICHOLS: Sure.

MS. HEATH: -- make sure that what the statement says in context. I mean, you're looking at Page 17 which I believe is the last page of the 17-page

A. (Witness reads document.)

MR. NICHOLS: I would just state that there is a decision.

MS. HEATH: And also for the record, I would like to object that the decision of the arbitrators as per what Judge McLoughlin has already indicated to us, have no bearing on and may not even be admissible into evidence in the federal case.

MR. NICHOLS: I would just state that there is a case law which says arbitration awards are admissible to establish -- for probative purposes in discrimination. There are case laws for that.

Q. What is your question, sir?

A. What is your question, sir?

That specific, the last page, what doctor or what rather Arbitrator Duff said. And he made this statement relative to the evaluation. It was a negative evaluation

which Miss DeLoon received on about March 12, 2002.
 Q. He makes this statement, You had opportunity to
 read; do You agree or disagree with the statement?
 A. This is an addressee's option.
 Q. Uh-huh. Uh-huh. I would just like to have your
 MS. HENRY: Just for the record statement,
 objection that You're asking him to render an
 opinion also, first of all, on an addressee's
 decision that was rendered concerning an
 evaluation that you showed him to refresh
 it says, "In this case, it appears to be quite clear that
 Q. Well, I did read what it says here in the record.
 His recollection as to what --
 evaluation that you haven't showed him to refresh
 none of the comments entered on Claudio's
 professional evaluation instrument dated 3/18, 2002 had
 anything to do with her performance prior to the month of
 March 2002. Her emotional distress exhibited on March 12,
 2002 simply did not so far as the available information
 indicates warrant a premature unsatisfactory rating for the
 entire 2001-2002 school year without more supportive
 anecdotal records than the district ever produced."
 And my question is this is: One, why was

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A. Okay.

which Miss DeLoon received on about March 12, 2002.

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 2 Miss DeLeon pre-maturely evaluated that year on that
 3 occasion? As he said, Mr. Duffe said, evaluated negatively
 4 in March rather than June?
 5 decisions they make. We can go back to a lot of
 6 arbitrations, decisions and look at decisions they make and
 7 we can agree or disagree. This was his decision.
 8 Q. And he was referring to a negative evaluation that
 9 had been rendered by Mr. Dushner -- oh, no, I believe you
 10 rendered it, didn't you?
 11 A. Excuse me?
 12 Q. A negative evaluation. You remember that, the
 13 evaluation he was referring to?
 14 MS. HENRY: Again, objection without showing the
 15 document.
 16 A. I don't have the documentation here. And I did
 17 not, on the record, I observed Mrs. DeLeon one time but she
 18 was not given by me an unsatisfactory rating.
 19 Superintendents basically do not go into the classroom and
 20 observe. That's the job of the principals.
 21 Q. Okay. All right. Then let's just hold this right
 22 there as quote/unquote Plaintiff's Exhibit 1. All right?
 23 And we will move to the -- I have a whole batch of
 24 evaluations we will move to later.
 25 Some general questions. You came and you said as

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MS. HEATH: They're sitting right there.

MR. NICHOLS: Okay. Well --

of questioning.

You're going to attach and asking specific

And without showing him the records that

versus a mental condition?

gynecological excuse for a medical condition

and oranges. Are you talking about some sort of a

medical condition but I think you're making applies

a gynecological excuse, you're asking about a

1997 from the Edinboro Medical Center relative to

mentioned the first excuse that was provided in

the deposition as an exhibit, and although you

have that older that's going to be attached to

MS. HEATH: And, again, I object. Because you

started in 1997. So --

medical leave, medical excuses and other kind of documents

which you signed on for a medical leave. Not here to take

Q. Well, starting in 1997 because I saw documentation

A. When?

MS. HEATH: Objecting to form.

Miss deletion, health condition; is that correct?

the superintendent in 2001. So you were very familiar with

assistant superintendent in 1994 and, of course, you assumed

Q. Okay. Yes, but I just wanted to know, for the record, though, to be more specific, moving forward, up to 2002, specifically, where one, you did receive notice from a doctor and you acted on that by suspending her. That's in the record. But based upon that, is it fair to say, you wrote, "Very well conversed and knowledgeable of her condition, certainly as of 2002." Would that be a fair statement? A. I couldn't say very well. Your terminology -- Q. How would you describe in terms of your being conversant in knowledge of her condition? A. From a professional basis we were aware of concussions. Q. And may I ask you, what prompted you to suspend her then? MS. HEATH: When? A. Let's go -- give me the paper you're talking about. MR. NICHOLS: In 2002, and that was March 2002. A. Let's go -- give me the paper you're talking about. Q. Oh, it's right here.

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MS. HEATH: You're looking at March 18?

asking now what prompted you to suspend her at that point?

letter you suspended her, I think March 18th. I'm just Q. The letters I just showed you, that was the A. Can I see it?

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| Q. | This is March 19. Is that the letter? Is it | 1 |
| | March 19 or 18? | 2 |
| Q. | March 18, I believe. | 3 |
| A. | March 19 is here. That's not a suspension letter, | 4 |
| Q. | thought. January 19th. | 5 |
| A. | Okay. I would have to get back to her files and look to the reasons for this because I don't have the files before this and that's the reason why this letter was given. | 6 |
| Q. | I note, though, in that same letter you did leave to go to that. There was something that happened here to go to that. | 7 |
| A. | look to the reasons for this because I don't have the files before this and that's the reason why this letter was given. | 8 |
| Q. | before this and that's the reason why this letter was given. | 9 |
| A. | I understand You're saying the suspension, is based on that I understand You're saying the suspension, is based on the medical excuse. So it did have some relation to the medical excuse. You did state expressly that this action, and by reference, You did state expressly that this action, and by | 10 |
| A. | that I understand You're saying the suspension, is based on the medical excuse. So it did have some relation to the medical excuse. You did state expressly that this action, and by | 11 |
| Q. | I note, though, in that same letter you did leave to go to that. There was something that happened before this and that's the reason why this letter was given. | 12 |
| A. | here to go to that. There was something that happened before this and that's the reason why this letter was given. | 13 |
| Q. | I note, though, in that same letter you did leave to go to that. There was something that happened before this and that's the reason why this letter was given. | 14 |
| A. | medical excuse You had received -- | 15 |
| Q. | -- from the doctor, did it not? | 16 |
| A. | Again -- | 17 |
| A. | I would have to go back and look at the file. | 18 |
| Q. | It did have, though, some correlation? | 19 |
| A. | I'll agree to -- I'll agree this is what is here. | 20 |
| Q. | Right. | 21 |
| A. | But there is some prior things that occurred | 22 |
| | before that. Again, I would have to look at the file to identify that. | 23 |
| Q. | Now, I would like to revisit the First Amended | 24 |
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ask you about that. You have seen this document before, of course?

Q. Okay. I just got a few questions I would like to ask.

A. (Witness complies.) Okay.

Q. Yes, and 30 -- the next page, through paragraph 32.

A. So you want this whole page?

Q. And I would like you to continue through 32.

A. And just these two right here, 23, 24?

fourth claim for relief.

Q. Right. And continuing through the end of that fourth claim for relief.

Q. Right. And continuing through the end of that fourth claim for relief.

A. No. 23?

Q. Excuse me? Right here, starting right here.

A. What number are you looking at, Mr. Nichols?

just review that fourth claim.

And I would just like for you to take a moment and

is the First Amended Complaint.

there are -- the fourth claim for relief and, of course, it

what has been marked as Exhibit 2 and particular Page 10

Q. Mr. Dolbeck, if I may, I would like to show you

COMPLAINT, marked for identification.)

(DOLBECK PLAINTIFF'S EX. 2 - FIRST AMENDED

as exhibit, Plaintiff's Exhibit 2.

MR. NICHOLS: And I would ask that this be marked

complaint.

A. Yes.

Q. Okay. And --

A. Do you have a copy of that?

Q. Yes. As an administrator of the school district, and, of course, as you have just stated, as administrator of the school district one of functions -- and you are charged with implementing practical laws including ADA being one of them; that's correct, isn't it?

A. Can you say that again. I'm not following you.

Q. All right. As an administrator of the school, as supervisor of the Crawford Central School District, you are charged with administering or implementing a series of laws, state and federal, right? And ADA is one of them.

A. Okay.

Q. Right. And in the ADA law there is a provision that refers to, quote, reasonable accommodation, close quote. You have heard of that before?

A. Yes, I have.

Q. I am not broaching anything new to you or novel, right?

A. Sure.

Q. What is your understanding of that concept?

A. If someone has a disability and someone is in need of some accommodations with regards to that disability so they can perform their work, their employed work, then it's

1. A.
2. Q.
3. A.
4. Q.
5. A.
6. Q.
7. A.
8. Q.
9. A.
10. Q.
11. A.
12. Q.
13. A.
14. Q.
15. Q.
16. A.
17. Q.
18. A.
19. Q.
20. A.
21. Q.
22. A.
23. Q.
24. A.
25. Q.

Q. Okay. The disability which Miss Deloan has was up to the employer to try to make those accommodations.

MS. HEMPHILL: I'm going to object because it calls law in court as falling within the ADA. What -- do you have severe depression. Okay. That has been recognized by case

diagnosed by the doctors as severe depression, recurrent,

Q. Okay. The disability which Miss Deloan has was

for a legal conclusion. Relative to what the case laws specifies concerning mental conditions is

relied on a case-by-case basis. We've already made the objection and a motion to dismiss and

we'll continue to make the objection that

we'll continue to make the objection that

Miss Deloan's mental condition rose to the level of a disability. And also there is an issue as to

what time frame we are talking about as to whether or not she was, in fact, disabled as time progressed particularly up to and including the

time that she was terminated.

Q. Okay. Let me focus more precisely, Mr. Dolacki,

reflects that Miss Deloan's medical condition is well documented reaching back to at least 1997, perhaps before

then as well, medically documented. Coming forward to 2002 and the -- what I just focused on and Your suspension of her

and that suspension You state in Your letter was obviously

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kind of a lawyerperson to answer that question.

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for a legal conclusion which is really beyond the

so I will object to the question as it calls

disability.

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disability that would rise to a level of an ADA

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concerning whether or not she actually has a

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she did not go out under, and versus a question

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code versus the Family Medical Leave Act, which

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on a medical sabbatical leave under the school

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a distinction to be made here between simply going

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MS. HEMPHILL: I am going to object because there is

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going on leave.

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comparable to that position that she or he held prior to

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sabbatical medical leave to the same position or something

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an obligation to return an employee who goes off on

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understanding, my understanding is that an employer is under

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my understanding and whether this is also your

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I do have another question, though. And that is

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will speak for themselves.

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well documented there and I won't belabor it. The documents

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Q. Understand that. I understand that. Now, so it's

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A. When you say suspension, suspension with pay too.

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care, Dr. Mercatoxas.

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obviously was tied to her depression. Under the doctor's

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relating to her medical excuse. And that medical excuse

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1. MR. NICHOLS: All right.

Q. Well, let me ask you this: With respect to the period from 1997 -- or I should say after Miss deletion returned from a sabbatical that year that was 1998-'99 Miss deletion: I returned in 2000.

Q. All right. 2000 you returned. After that the time -- up to the date in which she was suspended, what did the school district do to accommodate her condition?

Now, Miss deletion stated -- we'll then state for the record and will state for the record when called upon, is that when she returned to the school district upon her sabbatical, she returned to the school district upon her sabbatical, in the year 2000, is --

MS. HEATH: Wasn't it 1999? Excuse me, wasn't it

1999 she returned?

MR. NICHOLS: Yes, it was 1999.

Q. When she returned, one, her classroom was taken away from her. Two, her classes, Spanish speaking classes away from her. Three, is that because of the unusual nature of the students teacher having to go to and from seven different classes, teacher. She was reduced to what is called a traveling teacher. She was taken away from her and given to some other teacher, that was assumed taught to teach, classes involving a lot of at-risk kids, that necessarily exacerbated her

1 condition because it created more stressful environment, if
 2 not a hostile environment, certainly more stressful. And
 3 that was the imposition of the action plan compliant with
 4 returning in a delicate situation. I'm asking you, what did
 5 the school district -- did it do anything to accommodate
 6 here?
 7 MS. HEATH: Object to the form. I don't even
 8 know -- I will object to form. And, again, I'm
 9 going to object that you are drawing a legal
 10 conclusion, first of all, that she had a condition
 11 that the school district was aware of, number one,
 12 as being a quote/unquote, "disability pursuant to
 13 the ADA." And, secondly, that she ever was
 14 disabled enough at that time frame to be
 15 considered disabled under the ADA. And whether or
 16 not she ever requested any accommodation. So
 17 subject to that objection, I'll let you answer the
 18 question.
 19 A. There are quite a few questions there. Why don't
 20 you -- You gave us six or seven questions.
 21 Q. All right.
 22 You -- You gave us six or seven questions.
 23 A. Maybe from what, you know, you provided an opinion
 24 that. But the principal treated Mrs. deletion as she would
 25 any other teacher under the contract, as best I could say to

1. I wasn't responsible for the schedule. I'm not
2. responsible for whether the person would be a traveling
3. teacher or not a traveling teacher. But if the contract is
4. not enforced --

5. Q. You didn't assign the classroom, right?

6. A. No.

7. Q. That was Mr. Deshner, right?

8. A. Yes. I think it's important, Mr. Nicholas, for You
9. to understand the differences between the duties of a
10. principal and a superintendent.

11. Q. Right.

12. A. Those duties were not assigned by me.

13. Q. Right, right.

14. A. If it were brought to my attention, which it never
15. was brought to my attention, then it is difficult to do
16. something about that. So, and one of my jobs is to enforce
17. the contract, and there was no contract violations in any of
18. those things You mentioned.

19. Q. All right. But You were aware that Mr. Lascola,
20. your predecessor, had authorized her to take a sabbatical
21. leave, were You not? You were aware of that?

22. A. Yes, again, I would go back to the little but there
23. was a time and a period, yes.

24. Q. And You are aware of the reason why she took that
25. sabbatical leave was because of her medical condition,

| | | |
|--|---|----|
| | right? | 1 |
| A. | There's many reasons why people take sabbaticals. | 2 |
| Q. | But I am talking about this case, this case. | 3 |
| A. | The expectation is when they come back they are ready to teach. | 4 |
| Q. | Right, But I am talking about this case, this case. | 5 |
| A. | The expectation is when they come back they are | 6 |
| though, you were aware that she was undergoing psychotherapy | | 7 |
| and she was taking that sabbatical, the reason she was taking the sabbatical leave, right? | | 8 |
| MS. HEATH: Object. The records do not reflect | | 9 |
| that that's what the school district knew -- | | 10 |
| Q. I'm asking. You can say yes or no, Mr. -- | | 11 |
| A. I -- | | 12 |
| Q. He filled it, Mr. LASCOLA, I'm sure you read the | | 13 |
| records. | | 14 |
| A. Mrs. deLeon's records, no, I didn't. I didn't | | 15 |
| read her records. | | 16 |
| Q. I'm talking about Mr. LASCOLA, I'm sure you read the | | 17 |
| records. | | 18 |
| Q. I'm talking about Mr. LASCOLA, though. He | | 19 |
| authorized that sabbatical. Mr. LASCOLA, your predecessor. | | 20 |
| A. Sure. And there's a lot of things Mr. LASCOLA did | | 21 |
| that I'm not aware of. | | 22 |
| Q. But you certainly became aware of it in 2002, | | 23 |
| March 2002, you suspended her? | | 24 |
| A. What does that got to do with the travel? | | 25 |

Q. That was a different question. Let me clarify. I
don't want to -- I want to clarify because I don't want to
mislead You.
A. Please do so.
Q. All right. One is the issue was were You aware of
her condition, her mental condition? And I'm reflecting on
the record, what's in the record, only what's in the record
and what You signed off and what Mr. Lascoola, You being his
successor, what You did know or did not know relative to her
condition. That's all I'm saying. If You say You didn't
know what Mr. Lascoola did, fine. And You said no, I didn't
know what he did, Lascoola did, fine. And You said no, I
suspect he was suspended in March of 2002. And You say yes, that's my
signature. You didn't walk away from your signature. You
signed it. I'm pointing to your signature. You signed off and
suspended him in March of 2002. And You say yes, that's my
signature. You didn't walk away from your signature. I
suspected him in March of 2002. And You say yes, that's my
signature. You didn't walk away from your signature. You
signed it. I'm saying that same letter says in March 2002 the reason
I stood and said yeah, that's my signature. I suspended him.
I'm saying that same letter says in March 2002 the reason
you suspended him because of that medical excuse that you had
received from a doctor. You said that in your own words.
Q. In that letter.
MS. HEMPHILL: Objection.
A. In that letter.
MS. HEMPHILL: Objection.
Q. In that letter.
MS. HEMPHILL: Objection.
A. In that letter.
MS. HEMPHILL: Objection.
Q. In that letter.
MS. HEMPHILL: Objection.
A. In that letter.

You're talking about 2002, and what I was and wasn't aware
of during that time. I really lost you. I got to be honest
with you.

Q. All right. Okay. All right. Well, and those
will speak for itself. And I've asked you for the ADA and
we move forward.

Now, let's move forward to Dr. McFadden
determined --

THE WITNESS: Can we take a break for a second?

MR. NICHOLS: Sure.

(Brief recess.)

MR. NICHOLS: Back on the record.

(Back on the record.)

MR. NICHOLS: Back on the record. 11:25 a.m.,
March 7, 2006. Continuing.

Q. Mr. Dolecki, I would like you to look at Paragraph
27 and that's also the ADA, the fourth claim for relief,

Please.

A. (Witness complies.)

Q. You notice that as I understand it on the 18th you
wrote a letter. That letter I showed you by which you
suspended Miss deloison, that -- as I understand it to
that letter was delivered, hand-delivered by Mr. Heller to
Miss deloison. And Miss deloison is able to testify that when
she met with Mr. Heller on that occasion, Mr. Heller not
only physically delivered your letter of resignation to her,
25

but he also said that he was authorized by You to ask for
Now, it may well be that I will get an opportunity
to examine Mr. Heller, but it is that a correct statement by
Mr. Heller, that he was authorized by You to ask for her
resignation on that occasion?

A. You would have to ask Mr. Heller. I wasn't there
when he --

Q. No, I'm not saying You were there but before he
left You he had the letter signed by You. I'm asking You
did You authorize him to ask for Ms. deLeon's resignation as
I have alleged in Paragraph 27?

MS. HEATH: I'm just going to object that
Paragraph 27 says a great deal of many things.

MR. NICHOLS: Well, it says resignation, though.

MS. HEATH: If You're asking --

MR. NICHOLS: Requests resignation.

MS. HEATH: If that's your only question, and

You're not asking whether he agrees with the rest
of Paragraph 27 or not --

MR. NICHOLS: I haven't asked that, Counsel. I
asked a very specific question.

MS. HEATH: Okay.

A. There was concern about Mrs. deLeon and her ability to
there was concern -- it's just not that simple.

teacher. So I do not know and I wasn't there how Mr. Heller
textured his discussion with her.
Q. Was that based on a medical condition?
A. Can I speak, please?
Q. Yes, sir.
A. I wasn't there to listen how he presented it. But
the message I gave Mr. Heller was that if we would
discuss -- we were willing to discuss her resignation if she
wanted to basically discuss it. We weren't demanding. I
don't know if Mr. Heller said it, but I didn't say I want
you to demand the resignation from her on the spot. There
was a discussion on resignation. That was the message.
Q. But at that point she had not offered her
resignation, did she?
A. No, she did not.
Q. Right. So it was really your going to her,
Mr. Heller is acting for you, your staff person, and saying
we want your resignation.
MS. HATH: Object. You may answer.
A. Again, I answered you the way I do it. You answer
it your way. That's how I gave Mr. Heller the message.
Q. All right. Now, continuing. You said there was a
concern. I take it you shared that concern, right?
Concerning Miss deletion's ability to teach, right? Is that a
fact characterization of what you just testified to?